



# Regulations on the Status and Transfer of Players

January 2021 Edition

**FIFA**<sup>®</sup>

## **Fédération Internationale de Football Association**

President:	Gianni Infantino
Secretary General:	Fatma Samoura
Address:	FIFA FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
Telephone:	+41 (0)43 222 7777
Website:	FIFA.com

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## DEFINITIONS

For the purpose of these regulations, the terms set out below are defined as follows:

1. Former association: the association to which the former club is affiliated.
2. Former club: the club that the player is leaving.
3. New association: the association to which the new club is affiliated.
4. New club: the club that the player is joining.
5. Official matches: matches played within the framework of organised football, such as national league championships, national cups and international championships for clubs, but not including friendly and trial matches.
6. Organised football: association football organised under the auspices of FIFA, the confederations and the associations, or authorised by them.
7. Protected period: a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28<sup>th</sup> birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28<sup>th</sup> birthday of the professional.
8. Registration period: a period fixed by the relevant association in accordance with article 6.
9. Season: a 12-month period commencing on the first day of the first registration period fixed by an association in accordance with article 6.
10. Training compensation: the payments made in accordance with Annexe 4 to cover the development of young players.
11. Minor: a player who has not yet reached the age of 18.
12. Academy: an organisation or an independent legal entity whose primary, long-term objective is to provide players with long-term training through the provision of the necessary training facilities and infrastructure. This

shall primarily include, but not be limited to, football training centres, football camps, football schools, etc.

- 13.** Transfer matching system (TMS): a web-based data information system with the primary objective of simplifying the process of international player transfers as well as improving transparency and the flow of information.
- 14.** Third party: a party other than the player being transferred, the two clubs transferring the player from one to the other, or any previous club, with which the player has been registered.
- 15.** Eleven-a-side football: football played in accordance with the Laws of the Game as authorised by the International Football Association Board.
- 16.** Futsal: football played in accordance with the Futsal Laws of the Game that have been drawn up by FIFA in collaboration with the Sub-Committee of the International Football Association Board.
- 17.** Registration: the act of making a written record containing details of a player that include:
  - the start date of the registration (format: dd/mm/yyyy);
  - the full name (first, middle and last names) of the player;
  - date of birth, gender, nationality and status as an amateur or a professional (as per article 2 paragraph 2 of these regulations);
  - the type(s) of football the player will play (eleven-a-side football / futsal / beach soccer);
  - the name of the club at the association where the player will play (including the FIFA ID of the club);
  - the training categorisation of the club at the moment of the registration;
  - the FIFA ID of the player;
  - the FIFA ID of the association.
- 18.** Electronic player registration system: an online electronic information system with the ability to record the registration of all players at their association. The electronic player registration system must be integrated with the FIFA Connect ID Service and the FIFA Connect Interface in order to exchange information electronically. The electronic player registration system must provide all registration information for all players from the age of 12 through the FIFA Connect Interface and, in particular, must assign each player a FIFA ID utilising the FIFA Connect ID Service.



- 19.** FIFA Connect ID Service: a service provided by FIFA assigning globally valid unique identifiers (the FIFA ID) to individuals, organisations, and facilities, providing duplicate information in case of a second registration of the same entity, and keeping a central record of the current registration(s) of all entities with an assigned FIFA ID.
- 20.** FIFA ID: the worldwide unique identifier given by the FIFA Connect ID Service to each club, association and player.
- 21.** International transfer: the movement of the registration of a player from one association to another association.
- 22.** National transfer: the movement of the registration of a player at an association from one club to another within the same association.
- 23.** Electronic domestic transfer system: an online electronic information system with the ability to administer and monitor all national transfers within an association, in line with the principles of the model implemented at international level through the Transfer Matching System (cf. Annexe 3). At a minimum, the system must collect the full name, gender, nationality, date of birth and FIFA ID of the player, the status (amateur or professional as per article 2 paragraph 2 of these regulations), the name and FIFA ID of the two clubs involved in the national transfer, as well as any payments between the clubs, if applicable. The electronic domestic transfer system must be integrated with the electronic registration system of the association and with the FIFA Connect Interface in order to exchange information electronically.
- 24.** Bridge transfer: any two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity.
- 25.** Purely amateur club: a club with no legal, financial or de facto links to a professional club that:
  - i. is only permitted to register amateur players; or
  - ii. has no registered professional players; or
  - iii. has not registered any professional players in the three years prior to a particular date.

- 26.** FIFA Connect Interface: a technical interface provided by FIFA within the FIFA Connect Programme, used to exchange electronic end-to-end encrypted messages between member associations, and between member associations and FIFA.
- 27.** Training rewards: the mechanisms which compensate training clubs for their role in the training and education of young players, namely training compensation (cf. article 20) and the solidarity mechanism (cf. article 21).
- 28.** Coach: an individual employed in a football-specific occupation by a professional club or association whose:
- i. employment duties consist of one or more of the following: training and coaching players, selecting players for matches and competitions, making tactical choices during matches and competitions; and/or
  - ii. employment requires the holding of a coaching licence in accordance with a domestic or continental licensing regulation.
- 29.** Professional club: a club that is not a purely amateur club.
- 30.** Maternity leave: a minimum period of 14 weeks' paid absence granted to a female player due to her pregnancy, of which a minimum of eight weeks must occur after the birth of the child.

Reference is also made to the Definitions section in the FIFA Statutes.

NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

## I. INTRODUCTORY PROVISION

# 1

### Scope

#### 1.

These regulations lay down global and binding rules concerning the status of players, their eligibility to participate in organised football, and their transfer between clubs belonging to different associations.

#### 2.

The transfer of players between clubs belonging to the same association is governed by specific regulations issued by the association concerned in accordance with article 1 paragraph 3 below, which must be approved by FIFA. Such regulations shall lay down rules for the settlement of disputes between clubs and players, in accordance with the principles stipulated in these regulations. Such regulations should also provide for a system to reward clubs affiliated to the relevant association investing in the training and education of young players.

The use of an electronic domestic transfer system is a mandatory step for all national transfers of professional and amateur players (both male and female) within the scope of eleven-a-side football. A national transfer must be entered in the electronic domestic transfer system each time a player is to be registered with a new club within the same association. Any registration of a player for a new club without the use of the electronic domestic transfer system will be invalid.

#### 3.

- a) The following provisions are binding at national level and must be included without modification in the association's regulations: articles 2-8, 10, 11, 12bis, 18, 18 paragraph 7 (unless more favourable conditions are available pursuant to national law), 18bis, 18ter, 18quater (unless more favourable conditions are available pursuant to national law), 19 and 19bis.
- b) Each association shall include in its regulations appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements. In particular, the following principles must be considered:

- article 13: the principle that contracts must be respected;
- article 14: the principle that contracts may be terminated by either party without consequences where there is just cause;
- article 15: the principle that contracts may be terminated by professionals with sporting just cause;
- article 16: the principle that contracts cannot be terminated during the course of the season;
- article 17 paragraphs 1 and 2: the principle that in the event of termination of contract without just cause, compensation shall be payable and that such compensation may be stipulated in the contract;
- article 17 paragraphs 3-5: the principle that in the event of termination of contract without just cause, sporting sanctions shall be imposed on the party in breach.

**4.**

These regulations also govern the release of players to association teams in accordance with the provisions of Annexe 1. These provisions are binding for all associations and clubs.

**5.**

These regulations also include rules concerning contracts between coaches and professional clubs or associations (cf. Annexe 8).

## II. STATUS OF PLAYERS

### 2 Status of players: amateur and professional players

#### 1.

Players participating in organised football are either amateurs or professionals.

#### 2.

A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.

### 3 Reacquisition of amateur status

#### 1.

A player registered as a professional may not re-register as an amateur until at least 30 days after his last match as a professional.

#### 2.

No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with article 20.

### 4 Termination of activity

#### 1.

Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the association of their last club for a period of 30 months.

#### 2.

This period begins on the day the player made his last appearance for the club in an official match.

### III. REGISTRATION OF PLAYERS

## 5 Registration

#### 1.

Each association must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. A player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2. Only electronically registered players identified with a FIFA ID are eligible to participate in organised football. By the act of registering, a player agrees to abide by the FIFA Statutes and regulations, the confederations and the associations.

#### 2.

A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (cf. Annexe 3).

#### 3.

A player may only be registered with one club at a time.

#### 4.

Players may be registered with a maximum of three clubs during one season. During this period, the player is only eligible to play official matches for two clubs, subject to the temporary exceptions below. As an exception to this rule, a player moving between two clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided he has fully complied with his contractual obligations towards his previous clubs. Equally, the provisions relating to the registration periods (article 6) as well as to the minimum length of a contract (article 18 paragraph 2) must be respected.

- i. During the following period, players may be registered with a maximum of three clubs and are eligible to play official matches for three clubs during one season:
  - a) for associations following a dual-year calendar: the 2019/20 and 2020/21 seasons; and
  - b) for associations following a single-year calendar: the 2020 season.

**5.**

Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

## **5bis** Bridge transfer

**1.**

No club or player shall be involved in a bridge transfer.

**2.**

It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.

**3.**

The FIFA Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions on any party subject to the FIFA Statutes and regulations involved in a bridge transfer.

## **6** Registration periods

**1.**

Players may only be registered during one of the two annual registration periods fixed by the relevant association. Associations may fix different registration periods for their male and female competitions. As an exception to this rule, a professional whose contract has expired prior to the end of a registration period may be registered outside that registration period. Associations are authorised to register such professionals provided due consideration is given to the sporting integrity of the relevant competition. Where a contract has been terminated with just cause, FIFA may take provisional measures in order to avoid abuse, subject to article 22.

- a) As an exception to paragraph 1, a female player may be registered by an association outside of a registration period to temporarily replace a female player that has taken maternity leave. The period of the contract of the temporary replacement female player shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken maternity leave.
- b) A female player may be registered by an association outside of a registration period upon completion of her maternity leave (cf. article 18 paragraph 7; and article 18quater) subject to her contractual status.
- c) Associations shall adapt their domestic rules accordingly. However, priority shall be given to ensuring that a female player that has returned from maternity leave is eligible to participate in domestic competitions, and the sporting integrity of the relevant competition.
- d) As a temporary exception to paragraph 1, a professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered by an association outside a registration period, regardless of the date of expiry or termination.

## 2.

The first registration period shall begin on the first day of the season, subject to the temporary exceptions below. This period may not exceed 12 weeks. The second registration period shall normally occur in the middle of the season and may not exceed four weeks. The two registration periods for the season shall be entered into TMS at least 12 months before they come into force (cf. Annexe 3, article 5.1 paragraph 1). All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in article 6. FIFA shall determine the dates for any association that fails to communicate them on time.

- i. For associations following a dual-year calendar, the first registration period for the 2020/21 season may overlap with the completion of the 2019/20 season for a maximum of 4 weeks.
- ii. During the portion of the first registration period for the 2020/21 season which overlaps with the completion of the 2019/20 season:



- a) the transfer of a player between clubs is permitted. The player shall only be eligible to participate in domestic competitions for their new club in the 2020/21 season;
- b) the engagement of an out-of-contract player is permitted. The player shall only be eligible to participate in domestic competitions for their new club in the 2020/21 season.

### 3.

Players may only be registered – subject to the exception and temporary exception provided for in article 6 paragraph 1 – upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.

### 4.

The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

## 7 Player passport

The registering association is obliged to provide the club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) with which the player has been registered since the calendar year of his 12<sup>th</sup> birthday.

## 8 Application for registration

The application for registration of a professional must be submitted together with a copy of the player's contract. The relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

## 9 International Transfer Certificate

**1.**

Players registered at one association may only be registered at a new association once the latter has received an International Transfer Certificate (hereinafter: ITC) from the former association. The ITC shall be issued free of charge without any conditions or time limit. Any provisions to the contrary shall be null and void. The association issuing the ITC shall lodge a copy with FIFA. The administrative procedures for issuing the ITC are contained in Annexe 3, article 8, and Annexe 3a of these regulations.

**2.**

Associations are forbidden from requesting the issue of an ITC in order to allow a player to participate in trial matches.

**3.**

The new association shall inform the association(s) of the club(s) that trained and educated the player between the ages of 12 and 23 (cf. article 7) in writing of the registration of the player as a professional after receipt of the ITC.

**4.**

An ITC is not required for a player under the age of ten years.

## 10 Loan of professionals

**1.**

A professional may be loaned to another club on the basis of a written agreement between him and the clubs concerned. Any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and the solidarity mechanism.

**2.**

Subject to article 5 paragraph 4, the minimum loan period shall be the time between two registration periods.

**3.**

The club that has accepted a player on a loan basis is not entitled to transfer him to a third club without the written authorisation of the club that released the player on loan and the player concerned.

## 11 Unregistered players

Any player not registered at an association who appears for a club in any official match shall be considered to have played illegitimately. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the club. The right to impose such sanctions lies in principle with the association or the organiser of the competition concerned.

## 12 Enforcement of disciplinary sanctions

1.

Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been registered in order for the sanction to be served at domestic level. When issuing the ITC, the former association shall notify the new association via TMS of any such disciplinary sanction that has yet to be (entirely) served.

2.

Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the ITC, the former association shall notify the new association via TMS of any such pending disciplinary sanction.

## 12bis Overdue payables

1.

Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.

**2.**

Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned in accordance with paragraph 4 below.

**3.**

In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).

**4.**

Within the scope of their respective jurisdiction (cf. article 22 in conjunction with articles 23 and 24), the Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge may impose the following sanctions:

- a) a warning;
- b) a reprimand;
- c) a fine;
- d) a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.

**5.**

The sanctions provided for in paragraph 4 above may be applied cumulatively.

**6.**

A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

**7.**

The terms of the present article are without prejudice to the application of further measures in accordance with article 17 in the event of unilateral termination of the contractual relationship.

## IV. MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN PROFESSIONALS AND CLUBS

### **13** Respect of contract

A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

### **14** Terminating a contract with just cause

**1.**

A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause.

**2.**

Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.

### **14bis** Terminating a contract with just cause for outstanding salaries

**1.**

In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

**2.**

For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.

**3.**

Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

## **15** Terminating a contract with sporting just cause

An established professional who has, in the course of the season, appeared in fewer than ten per cent of the official matches in which his club has been involved may terminate his contract prematurely on the ground of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of sporting just cause shall be established on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may be payable. A professional may only terminate his contract on this basis in the 15 days following the last official match of the season of the club with which he is registered.

## **16** Restriction on terminating a contract during the season

A contract cannot be unilaterally terminated during the course of a season.

## **17** Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

**1.**

In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and

expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

- i. in case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
- ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.
- iii. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.

**2.**

Entitlement to compensation cannot be assigned to a third party. If a professional is required to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.

**3.**

In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions

shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.

#### 4.

In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 of these regulations in order to register players at an earlier stage.

#### 5.

Any person subject to the FIFA Statutes and regulations who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of the player shall be sanctioned.

## **18** Special provisions relating to contracts between professionals and clubs

#### 1.

If an intermediary is involved in the negotiation of a contract, he shall be named in that contract.



**2.**

The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.

**3.**

A club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions.

**4.**

The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.

**5.**

If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.

**6.**

Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called "grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

**7.**

Female players are entitled to maternity leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where more beneficial conditions are provided in the applicable national law in the country of their club's domicile or an applicable collective bargaining agreement, these beneficial conditions shall prevail.

## V. THIRD-PARTY INFLUENCE AND OWNERSHIP OF PLAYERS' ECONOMIC RIGHTS

### **18bis** Third-party influence on clubs

- 1.**  
No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.
- 2.**  
The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.

### **18ter** Third-party ownership of players' economic rights

- 1.**  
No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.
- 2.**  
The interdiction as per paragraph 1 comes into force on 1 May 2015.
- 3.**  
Agreements covered by paragraph 1 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.
- 4.**  
The validity of any agreement covered by paragraph 1 signed between one January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.

**5.**

By the end of April 2015, all existing agreements covered by paragraph 1 need to be recorded within the Transfer Matching System (TMS). All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.

**6.**

The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.

## VI. SPECIAL PROVISIONS RELATING TO FEMALE PLAYERS

# 18quater

Special provisions relating to female players

### 1.

The validity of a contract may not be made subject to a player being or becoming pregnant during its term, being on maternity leave, or utilising rights related to maternity in general.

### 2.

If a club unilaterally terminates a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general, the club will be deemed to have terminated the contract without just cause.

- a) It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity leave occurred as a result of a player being or becoming pregnant.

### 3.

Where a contract has been terminated on the grounds of the player being or becoming pregnant, as an exception to article 17 paragraph 1:

- a) compensation due to a player shall be calculated as follows:
  - i. in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
  - ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;
  - iii. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;

- iv. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;
- b) in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general. The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 a) of these regulations in order to register players at an earlier stage;
- c) the sanction provided for in b) above may be applied cumulatively with a fine.

#### 4.

Where a player becomes pregnant, she has the right, during the term of her contract, to:

- a) continue providing sporting services to her club (i.e. playing and training), following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child;
- b) provide employment services to her club in an alternate manner, should her treating practitioner deem that it is not safe for her to continue sporting services, or should she choose not to exercise her right to continue providing sporting services. In such cases, her club has an obligation to respect the decision and work with the player to formalise a plan for her alternate employment. The player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave;

- c) independently determine the commencement date of her maternity leave, taking into consideration the minimum periods provided (cf. Definitions). Any club that pressures or forces a player to take maternity leave at a specific time shall be sanctioned by the FIFA Disciplinary Committee;
- d) return to football activity after the completion of her maternity leave, following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision, reintegrate her into footballing activity (cf. article 6 paragraph 1 b)), and provide adequate ongoing medical support. The player shall be entitled to receive her full remuneration following her return to football activity.

**5.**

A player shall be provided the opportunity to breastfeed an infant and/or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement.

## VII. INTERNATIONAL TRANSFERS INVOLVING MINORS

# 19

### Protection of minors

#### 1.

International transfers of players are only permitted if the player is over the age of 18.

#### 2.

The following five exceptions to this rule apply:

- a) The player's parents move to the country in which the new club is located for reasons not linked to football.
- b) The player is aged between 16 and 18 and:
  - i. the transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA); or
  - ii. the transfer takes place between two associations within the same country.

The new club must fulfil the following minimum obligations:

- iii. It shall provide the player with an adequate football education and/or training in line with the highest national standards (cf. Annexe 4, article 4).
- iv. It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease to play professional football.
- v. It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).
- vi. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.

- c) The player lives no further than 50km from a national border and the club with which the player wishes to be registered in the neighbouring association is also within 50km of that border. The maximum distance between the player's domicile and the club's headquarters shall be 100km. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.
- d) The player flees his country of origin for humanitarian reasons, specifically related to his life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion, without his parents and is therefore at least temporarily permitted to reside in the country of arrival.
- e) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.

### 3.

The provisions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country in which he wishes to be registered for the first time and has not lived continuously for at least the last five years in said country.

### 4.

The following general procedural principles apply:

- a) Every international transfer according to paragraph 2 and every first registration according to paragraph 3, as well as every first registration of a foreign minor player who has lived continuously for at least the last five years in the country in which he wishes to be registered, is subject to the approval of the sub-committee appointed by the Players' Status Committee for that purpose if the concerned minor player is at least ten years old. The application for approval shall be submitted by the association that wishes to register the player as per the request of its affiliated club. The former association shall be given the opportunity to submit its position. The sub-committee's approval shall be obtained prior to any request from an association for an and/or a first registration.



- b) If the minor player concerned is under the age of ten, it is the responsibility of the association that intends to register the player – as per the request of its affiliated club – to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2 above or the five-year rule (cf. paragraphs 3 and 4 a)). Such verification shall be made prior to any registration.
- c) Under special circumstances, a member association may submit a written request through the transfer matching system (TMS) to the sub-committee, seeking a decision granting it a limited minor exemption (“LME”). The LME, if granted, relieves the member association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the obligation to make a formal application for approval through TMS to the sub-committee in accordance with paragraph 4 a) above and Annexe 2 of these regulations. In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the applicable exceptions provided for in paragraph 2 above or the five-year rule (cf. paragraphs 3 and 4 a)).
- d) The Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions for any violation of this provision. In addition, sanctions may also be imposed on the former association for issuing, when applicable, an ITC without the prior approval of the sub-committee, as well as on the clubs that were involved in the transfer of a minor.

## 5.

The procedures for applying to the sub-committee for a first registration and an international transfer of a minor are contained in Annexe 2 of these regulations.

# 19bis

## Registration and reporting of minors at academies

**1.**

Clubs that operate an academy with legal, financial or de facto links to the club are obliged to report all minors who attend the academy to the association upon whose territory the academy operates.

**2.**

Each association is obliged to ensure that all academies without legal, financial or de facto links to a club:

- a) run a club that participates in the relevant national championships; all players shall be reported to the association upon whose territory the academy operates, or registered with the club itself; or
- b) report all minors who attend the academy for the purpose of training to the association upon whose territory the academy operates.

**3.**

Each association shall keep a register comprising the names and dates of birth of the minors who have been reported to it by the clubs or academies.

**4.**

Through the act of reporting, academies and players undertake to practise football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.

**5.**

Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

**6.**

Article 19 shall also apply to the reporting of all minor players who are not nationals of the country in which they wish to be reported.

## VIII. TRAINING COMPENSATION AND SOLIDARITY MECHANISM

### **20** Training compensation

Training compensation shall be paid to a player's training club(s): (1) when a player is registered for the first time as a professional, and (2) each time a professional is transferred until the end of the calendar year of his 23<sup>rd</sup> birthday. The obligation to pay training compensation arises whether the transfer takes place during or at the end of the player's contract. The provisions concerning training compensation are set out in Annexe 4 of these regulations. The principles of training compensation shall not apply to women's football.

### **21** Solidarity mechanism

If a professional is transferred before the expiry of his contract, any club that has contributed to his education and training shall receive a proportion of the compensation paid to his former club (solidarity contribution). The provisions concerning solidarity contributions are set out in Annexe 5 of these regulations.

**IX. JURISDICTION****22 Competence of FIFA**

Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:

- a) disputes between clubs and players in relation to the maintenance of contractual stability (articles 13-18) where there has been an ITC request and a claim from an interested party in relation to said ITC request, in particular regarding the issue of the ITC, sporting sanctions or compensation for breach of contract;
- b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs;
- c) employment-related disputes between a club or an association and a coach of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of coaches and clubs;
- d) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to different associations;
- e) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to the same association provided that the transfer of a player at the basis of the dispute occurs between clubs belonging to different associations;

- f) disputes between clubs belonging to different associations that do not fall within the cases provided for in a), d) and e).

## **23** Players' Status Committee

### **1.**

The Players' Status Committee shall adjudicate on any of the cases described under article 22 c) and f) as well as on all other disputes arising from the application of these regulations, subject to article 24.

### **2.**

The Players' Status Committee has no jurisdiction to hear any contractual dispute involving intermediaries.

### **3.**

In case of uncertainty as to the jurisdiction of the Players' Status Committee or the Dispute Resolution Chamber, the chairman of the Players' Status Committee shall decide which body has jurisdiction.

### **4.**

The Players' Status Committee shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of such a nature that it may be settled by a single judge. In cases that are urgent or raise no difficult factual or legal issues, and for decisions on the provisional registration of a player in relation to international clearance in accordance with Annexe 3, article 8, and Annexe 3a, the chairman or a person appointed by him, who must be a member of the committee, may adjudicate as a single judge. Each party shall be heard once during the proceedings. In the case of the international clearance of a player the former association will be heard upon receipt of the ITC request (cf. Annexe 3, article 8.2 paragraphs 3 and 4). Decisions reached by the single judge or the Players' Status Committee may be appealed before the Court of Arbitration for Sport (CAS).

# 24

## Dispute Resolution Chamber

### 1.

The Dispute Resolution Chamber (DRC) shall adjudicate on any of the cases described under article 22 a), b), d) and e) with the exception of disputes concerning the issue of an ITC.

### 2.

The DRC shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of a nature that may be settled by a DRC judge. The members of the DRC shall designate a DRC judge for the clubs and one for the players from among its members. The DRC judge may adjudicate in the following cases:

- i. all disputes up to a litigious value of CHF 200,000;
- ii. disputes relating to training compensation without complex factual or legal issues, or in which the DRC already has a clear, established jurisprudence;
- iii. disputes relating to solidarity contributions without complex factual or legal issues, or in which the DRC already has a clear, established jurisprudence.

Disputes as per points ii. and iii. of this paragraph may also be adjudicated by the chairman or the deputy chairman as single judges.

The DRC judge, as well as the chairman or deputy chairman of the DRC (as the case may be), is obliged to refer cases concerning fundamental issues to the chamber. The chamber shall consist of equal numbers of club and player representatives, except in those cases that may be settled by a DRC judge. Each party shall be heard once during the proceedings. Decisions reached by the DRC or the DRC judge may be appealed before the Court of Arbitration for Sport (CAS).

### 3.

Training compensation and solidarity mechanism claims handled through TMS (cf. Annexe 6) shall be decided by the sub-committee of the DRC.

# 24bis

## Consequences for failure to pay relevant amounts in due time

### 1.

When:

- a) a FIFA decision-making body orders a party (a club or a player) to pay another party (a club or a player), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;
- b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Rules Governing the Procedures of the Players' Status Committee and Dispute Resolution Chamber, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.

### 2.

Such consequences shall be the following:

- a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below;
- b) Against a player: a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months on playing in official matches, subject to paragraph 7 below.

### 3.

Such consequences may be excluded where a FIFA decision-making body has:

- a) imposed a sporting sanction on the basis of article 12bis, 17 or 18quarter in the same case; or
- b) been informed that the debtor club was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.

### 4.

Where such consequences are applied, the debtor must pay the full amount due (including all applicable interest) to the creditor within 45 days of notification of the decision.

**5.**

The 45-day time limit shall commence from notification of the decision or confirmation letter.

- a) The time limit is paused by a valid request for the grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
- b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.

**6.**

The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.

**7.**

Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:

- a) the creditor may request that FIFA enforce the consequences;
- b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;
- c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);
- d) the consequences may only be lifted in accordance with paragraph 8 below.

**8.**

Where the consequences are enforced, the debtor must provide proof of payment to FIFA of the full amount (including all applicable interest), in order for them to be lifted.

- a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment (including all applicable interest) within five days.



- b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.
- c) The consequences shall be lifted immediately upon notification by FIFA.
- d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

## **24ter** Implementation of decisions and confirmation letters

### **1.**

The sporting successor of a debtor shall be considered the debtor and be subject to any decision or confirmation letter issued pursuant to this article. The criteria to assess whether an entity is the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned.

### **2.**

Where a debtor is instructed to pay a creditor a sum of money (outstanding amounts or compensation) by a relevant decision-making body:

- a) payment is made when the debtor pays the full amount instructed (including any applicable interest) to the creditor;
- b) payment is not deemed to have been made where the debtor makes any unilateral deduction from the full amount instructed (including any applicable interest).

### **3.**

The following actions do not contravene a registration ban described in article 12bis, 17, 18quater, or 24bis:

- a) the return from loan of a professional, solely where the loan agreement expires naturally;
- b) the extension of the loan of a professional, beyond the natural expiry of the loan agreement;

- c) the definitive engagement of a professional who was temporarily registered for the club directly prior to the registration ban being imposed;
- d) the registration of a professional who was already registered with the club as an amateur directly prior to the registration ban being imposed.

## 25 Procedural guidelines

### 1.

As a rule, the single judge and the DRC judge shall adjudicate within 30 days of receipt of a valid request and the Players' Status Committee or the Dispute Resolution Chamber shall adjudicate within 60 days. The proceedings shall be governed by the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber.

### 2.

The maximum cost of proceedings before the Players' Status Committee, including the single judge, as well as before the DRC, including the DRC judge, in relation to disputes regarding training compensation and the solidarity mechanism shall be set at CHF 25,000 and shall normally be paid by the unsuccessful party. The allocation of costs shall be explained in the decision. Proceedings before the DRC and the DRC judge relating to disputes between clubs and players in relation to the maintenance of contractual stability as well as employment-related disputes between a club and a player of an international dimension are free of charge.

### 3.

Disciplinary proceedings for violation of these regulations shall, unless otherwise stipulated herein, be in accordance with the FIFA Disciplinary Code.

### 4.

If there is reason to believe that a case raises a disciplinary issue, the Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall submit the file to the Disciplinary Committee together with a request for the commencement of disciplinary proceedings in accordance with the FIFA Disciplinary Code.

**5.**

The relevant FIFA decision-making body shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined *ex officio* in each individual case.

**6.**

The relevant FIFA decision-making body shall, when making its decision, apply these regulations whilst taking into account all relevant arrangements, laws and/or collective bargaining agreements that exist at national level, as well as the specificity of sport.

**7.**

The detailed procedure for the resolution of disputes arising from the application of these regulations shall be further outlined in the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber.

## X. FINAL PROVISIONS

# 26

### Transitional measures

**1.**

Any case that has been brought to FIFA before these regulations come into force shall be assessed according to the previous regulations.

**2.**

As a general rule, other cases shall be assessed according to these regulations with the exception of the following:

- a) disputes regarding training compensation;
- b) disputes regarding the solidarity mechanism;
- c) labour disputes relating to contracts signed before 1 September 2001.

Any cases not subject to this general rule shall be assessed according to the regulations that were in force when the contract at the centre of the dispute was signed, or when the disputed facts arose.

**3.**

Member associations shall amend their regulations in accordance with article 1 to ensure that they comply with these regulations and shall submit them to FIFA for approval. Notwithstanding the foregoing, each member association shall implement article 1 paragraph 3 a).

# 27

### Matters not provided for

Any matters not provided for in these regulations and cases of force majeure shall be decided by the FIFA Council whose decisions are final.

## 28 Official languages

In the case of any discrepancy in the interpretation of the English, French, Spanish or German texts of these regulations, the English text shall be authoritative.

## 29 Enforcement

These regulations were approved by the FIFA Council on 4 December 2020 and come into force on 1 January 2021.

Temporary amendments approved by the FIFA Council as a result of the COVID-19 pandemic will be periodically reviewed and removed accordingly.

Zurich, 4 December 2020

For the FIFA Council

President:  
Gianni Infantino

Secretary General:  
Fatma Samoura

## **ANNEXE 1**

### **Release of players to association teams**

#### **Temporary Amendments**

**1.**

These temporary amendments shall apply to all international windows for men's football, women's football, and futsal scheduled for the remainder of 2020.

**2.**

All international matches taking place in those windows are required to apply FIFA's Return to Football – International Match Protocol or an equivalent protocol of the relevant confederation compliant with said Protocol.

**3.**

The rules relating to release of players to association teams, as provided for in Annexe 1, apply as normal, except where:

- i. there is a mandatory period of quarantine or self-isolation of at least five (5) days upon arrival in:
  - a) the location of the club which has an obligation to release the player to an association team; or
  - b) the location where a representative team match is scheduled to take place; or
- ii. there is a travel restriction to or from either location (a. or b. above) and
- iii. a specific exemption from the relevant authorities relating to the above decisions has not been granted to players of a representative team.

# 1 Principles for men's football

## 1.

Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.

## 2.

The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA World Cup™, the FIFA Confederations Cup and the championships for "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation.

## 3.

After consultation with the relevant stakeholders, FIFA publishes the international match calendar for the period of four or eight years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the international match calendar only the final competitions of the FIFA World Cup™, the FIFA Confederations Cup and the championships for "A" representative teams of the confederations will be added.

## 4.

An international window is defined as a period of nine days starting on a Monday morning and ending on Tuesday night the following week (subject to the temporary exceptions below), which is reserved for representative teams' activities. During any international window a maximum of two matches may be played by each representative team (subject to the temporary exceptions below), irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday).

- i. During the international windows scheduled for October 2020 and November 2020, for associations affiliated to UEFA:

- a) the international windows are extended by one day; and
  - b) a maximum of three matches may be played by each representative team.
- ii. During the international window scheduled for June 2021, for associations affiliated to the AFC, CAF, Concacaf and the OFC:
- a) the international window is extended by seven days; and
  - b) a maximum of four matches may be played by each representative team.

**5.**

Representative teams shall play the two matches (subject to the temporary exceptions set out in paragraph 4 of this article) within an international window on the territory of the same confederation, with the only exception of intercontinental play-off matches. If at least one of the two matches is a friendly, they can be played in two different confederations only if the distance between the venues does not exceed a total of five flight hours, according to the official schedule of the airline, and two time-zones.

**6.**

It is not compulsory to release players outside an international window or outside the final competitions (as per paragraph 2 above) included in the international match calendar. It is not compulsory to release the same player for more than one "A" representative team final competition per year. Exceptions to this rule can be established by the FIFA Council for the FIFA Confederations Cup only.

**7.**

For international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window, subject to the temporary exception below. For a final competition in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than Monday morning the week preceding the week when the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament.

- i. During the international windows scheduled for October 2020, November 2020 and June 2021, players must start the travel back to their club no later than the morning following the end of the international window.



**8.**

The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 7 above.

**9.**

Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

**10.**

If a player does not resume duty with his club by the deadline stipulated in this article, at explicit request, the FIFA Players' Status Committee shall decide that the next time the player is called up by his association the period of release shall be shortened as follows:

- a) international window: by two days
- b) final competition of an international tournament: by five days

**11.**

Should an association repeatedly breach these provisions, the FIFA Players' Status Committee may decide:

- a) to further reduce the period of release;
- b) to ban the association from calling up a player(s) for subsequent representative teams' activities.

# 1bis

## Principles for women's football

**1.**

Clubs are obliged to release their registered players to the representative teams of their country for which the player is eligible to play on the basis of her nationality if they are called up by the association concerned. Any agreement between the player and a club to the contrary is prohibited.

**2.**

The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the women's international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament, the championships for women's "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation, and the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament.

**3.**

After consultation with the relevant stakeholders, FIFA publishes the women's international match calendar for a period of four years. It will include all international windows for the relevant period (cf. paragraph 4 below), as well as the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament and blocked periods for the championships for women's "A" representative teams of the confederations as well as for the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament. Following the publication of the women's international match calendar, only the specific dates for the championships for women's "A" representative teams of the confederations and the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament will be added within the respective blocked periods. The championships for the women's "A" representative teams of the confederations and the final-round qualification tournaments for the Women's Olympic Football Tournament must be played within the respective stipulated blocked periods and confederations are required to notify FIFA of the dates, in writing, at the latest two years in advance of the respective championships for women's "A" representative teams or final-round tournament.

**4.**

There are three types of international windows:

- a) Type I is defined as a period of nine days starting on a Monday morning and ending on a Tuesday night the following week, which is reserved for representative teams' activities. During the type I international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled on any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday).

- b) Type II is defined as a period of ten days starting on a Monday morning and ending on Wednesday night the following week, which is reserved for friendly tournaments of the representative teams and qualifying matches. During the type II international window, a maximum of three matches may be played by each representative team. The pertinent matches can be scheduled on any day as from Thursday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday/Wednesday).
- c) Type III is defined as a period of 13 days starting on Monday morning and ending on Saturday night the following week, which is reserved exclusively for qualifying matches for the championships of the women's "A" representative teams of the confederations. During the type III international window, a maximum of four matches may be played by each representative team. The pertinent matches can be scheduled on any day as from Thursday during the international window, provided that a minimum of two full calendar days are left between matches (e.g. Thursday/Sunday/Wednesday/Saturday).

## 5.

It is not compulsory to release players outside an international window or outside the competitions listed in paragraph 2 above that are included in the women's international match calendar.

## 6.

For all three types of international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning (type I), the next Thursday morning (type II) or the next Sunday morning (type III) following the end of the international window. For the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament, players must be released and start the travel to join their representative team no later than Monday morning before the opening match of the qualification tournament and must be released by the association on the morning of the day after the last match of their team in the tournament. For the latter qualification tournaments, the maximum total period of release (between leaving Monday morning and the day of release back to the club by the association) is 16 days. For the other final competitions in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than the Monday morning of the week preceding the week when the relevant final competition starts, and

must be released by the association on the morning of the day after the last match of their team in the tournament.

**7.**

The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.

**8.**

Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

**9.**

If a player does not resume duty with her club by the deadline stipulated in this article, at explicit request, the FIFA Players' Status Committee shall decide that the next time the player is called up by her association, the period of release shall be shortened as follows:

- a) international window: by two days
- b) final competition of an international tournament: by five days

**10.**

Should an association repeatedly breach these provisions, the FIFA Players' Status Committee may impose appropriate sanctions, including but not limited to:

- a) fines;
- b) a reduction of the period of release;
- c) a ban on calling up a player(s) for subsequent representative teams' activities.

# 1ter

## Principles for futsal

### 1.

Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.

### 2.

The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the futsal international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Futsal World Cup and of the championships for “A” representative teams of the confederations, subject to the relevant association being a member of the organising confederation.

### 3.

After consultation with the relevant stakeholders, FIFA publishes the futsal international match calendar for the period of five years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the futsal international match calendar, only the final competitions of the FIFA Futsal World Cup and of the championships for “A” representative teams of the confederations will be added.

### 4.

There are two types of international windows:

- a) Type I is defined as a period of ten days starting on a Monday morning and ending on Wednesday night the following week, which is reserved for representative teams’ activities. During a Type I international window, a maximum of four matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams can play the maximum of four matches within an international window of Type I in no more than two confederations.
- b) Type II is defined as a period of four days starting on a Sunday morning and ending on Wednesday night the following week, which is reserved for representative teams’ activities. During a Type II international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an

international tournament or friendlies. Representative teams shall play the maximum of two matches within an international window of Type II on the territory of the same confederation.

**5.**

It is not compulsory to release players outside an international window or outside the final competitions as per paragraph 2 above included in the futsal international match calendar.

**6.**

For both types of international windows, players must be released and start the travel to join their representative team no later than the first morning of the window (i.e. Sunday or Monday, respectively), and must start the travel back to their club no later than the Thursday morning following the end of the international window. For a final competition of the championships for "A" representative teams of the confederations, players must be released and start the travel to their representative team in the morning 12 days before the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament. For the FIFA Futsal World Cup, players must be released and start the travel to their representative team in the morning 14 days before the World Cup starts and must be released by the association in the morning of the day after the last match of their team in the tournament.

**7.**

The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.

**8.**

Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

**9.**

If a player does not resume duty with his club by the deadline stipulated in this article, at explicit request, the FIFA Players' Status Committee shall decide that the next time the player is called up by his association the period of release shall be shortened as follows:

- a) international windows: by two days
- b) final competition of an international tournament: by five days

**10.**

Should an association repeatedly breach these provisions, the FIFA Players' Status Committee may impose appropriate sanctions, including but not limited to:

- a) fines;
- b) a reduction of the period of release;
- c) a ban on calling up a player(s) for subsequent representative teams' activities.

## 2

### Financial provisions and insurance

**1.**

Clubs releasing a player in accordance with the provisions of this annexe are not entitled to financial compensation.

**2.**

The association calling up a player shall bear the costs of travel incurred by the player as a result of the call-up.

**3.**

The club with which the player concerned is registered shall be responsible for his insurance cover against illness and accident during the entire period of his release. This cover must also extend to any injuries sustained by the player during the international match(es) for which he was released.

**4.**

If a professional player participating in eleven-a-side football suffers during the period of his release for an international "A" match a bodily injury caused by an accident and is, as a consequence of such an injury, temporary totally disabled, the club with which the player concerned is registered will be indemnified by FIFA. The terms and conditions of the indemnification, including the loss-handling procedures, are set forth in the Technical Bulletin – Club Protection Programme.

## 3 Calling up players

### 1.

As a general rule, every player registered with a club is obliged to respond affirmatively when called up by the association he is eligible to represent on the basis of his nationality to play for one of its representative teams.

### 2.

Associations wishing to call up a player must notify the player in writing at least 15 days before the first day of the international window (cf. Annexe 1, article 1 paragraph 4) in which the representative teams' activities for which he is required will take place. Associations wishing to call up a player for the final competition of an international tournament must notify the player in writing at least 15 days before the beginning of the relevant release period. The player's club shall also be informed in writing at the same time. Equally, associations are advised to copy the association of the clubs concerned into the summons. The club must confirm the release of the player within the following six days.

### 3.

Associations that request FIFA's help to obtain the release of a player playing abroad may only do so under the following two conditions:

- a) The association at which the player is registered has been asked to intervene without success.
- b) The case is submitted to FIFA at least five days before the day of the match for which the player is needed.

## 4 Injured players

A player who due to injury or illness is unable to comply with a call-up from the association that he is eligible to represent on the basis of his nationality shall, if the association so requires, agree to undergo a medical examination by a doctor of that association's choice. If the player so wishes, such medical examination shall take place on the territory of the association at which he is registered.



## **5** Restrictions on playing

A player who has been called up by his association for one of its representative teams is, unless otherwise agreed by the relevant association, not entitled to play for the club with which he is registered during the period for which he has been released or should have been released pursuant to the provisions of this annexe, plus an additional period of five days.

## **6** Disciplinary measures

Violations of any of the provisions set forth in this annexe shall result in the imposition of disciplinary measures to be decided by the FIFA Disciplinary Committee based on the FIFA Disciplinary Code.

## **ANNEXE 2**

### **Procedure governing applications for first registration and international transfer of minors**

#### **1 Principles**

- 1.** All applications for a first registration of a minor according to article 19 paragraph 3, or an international transfer involving a minor according to article 19 paragraph 2, must be submitted and managed through TMS.
- 2.** Unless otherwise specified in the provisions below, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber shall be applied in the application procedure, subject to slight deviations that may result from the computer-based process.

#### **2 Responsibility of member associations**

- 1.** All member associations shall check the "Minors" tab in TMS at regular intervals of at least every three days and pay particular attention to any enquiries or requests for statements.
- 2.** Member associations will be fully responsible for any procedural disadvantages that may arise due to a failure to respect paragraph 1 above.

#### **3 Composition of sub-committee**

- 1.** The sub-committee appointed by the Players' Status Committee shall be composed of the chairman and deputy chairman of the Players' Status Committee and nine members.

2.

In view of the urgent nature of the relevant applications, as a general rule, all members of the sub-committee pass decisions as single judges. However, the sub-committee may also pass decisions with three or more members.

## **4** Conduct during proceedings

1.

All parties involved in proceedings shall act in good faith.

2.

All parties involved in proceedings are obliged to tell the truth to the sub-committee. Sanctions may be imposed on any association or club found to have provided untrue or false data to the sub-committee or for having misused the TMS application procedure for illegitimate purposes. Any violations, such as forged documents for example, will be sanctioned by the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.

3.

The sub-committee may use all means at its disposal to ensure that these principles of conduct are observed.

4.

The relevant TMS department shall investigate matters in relation to the obligations of parties under the present annexe. All parties are obliged to collaborate to establish the facts. In particular, they shall comply, upon reasonable notice, with requests for any documents, information or any other material of any nature held by the parties. In addition, the parties shall comply with the procurement and provision of documents, information or any other material of any nature not held by the parties but which the parties are entitled to obtain. Non-compliance with these requests from the relevant TMS department may lead to sanctions imposed by the FIFA Disciplinary Committee.

## **5** Initiation of proceedings, submission of documents

1.

The application for an approval of a first registration (article 19 paragraph 3) or an international transfer (article 19 paragraph 2) shall be entered in TMS by

the association concerned. Applications under the aforementioned provisions submitted by any other means will not be considered.

## **2.**

Depending on the details of the case in question, the association that submits an application shall also mandatorily enter specific documents from the following list in TMS:

- Proof of identity and nationality – player
- Proof of identity and nationality – player’s parents
- Proof of birth date (birth certificate) – player
- Employment contract – player
- Employment contract – player’s parents/other documents corroborating the reason invoked
- Work permit – player
- Work permit – player’s parents
- Proof of residence – player
- Proof of residence of player’s parents
- Documentation of academic education
- Documentation of football education
- Documentation of accommodation/care
- Parental authorisation
- Proof of distance: 50km rule
- Proof of consent of counterpart association
- Request for approval of first registration/international transfer

## **3.**

If an obligatory document is not submitted, or if a translation or an official confirmation is not submitted in accordance with article 7 below, the applicant will be notified accordingly in TMS. An application will only be processed if all obligatory documents have been submitted, or if all necessary translations and official confirmations have been correctly submitted in accordance with article 7 below.

## **4.**

The applicant may also submit any other documents it deems necessary together with the application. The sub-committee may request further documents from the applicant at any time.

## **6** Statement, non-submission of statement

**1.**

In the case of a request for approval of an international transfer, the former association will be given access to all non-confidential documents in TMS and invited to submit a statement within seven days through TMS.

**2.**

The former association may also submit any documents it deems relevant through TMS.

**3.**

If a statement is not submitted, the sub-committee will decide on the basis of the documents available.

## **7** Language of documents

If a document is not available in one of the four official languages of FIFA, the association shall also submit either a translation of the document in one of the four official languages of FIFA, or an official confirmation of the association concerned that summarises the pertinent facts of each document in one of the four official languages of FIFA. Failure to do so may, subject to article 5 paragraph 3 above, result in the sub-committee disregarding the document in question.

## **8** Deadlines

**1.**

Deadlines shall be set legally through TMS.

**2.**

All submissions must be entered in TMS by the deadline in the time zone of the association concerned.

## **9** Notification of decisions, legal remedy

**1.**

The association(s) concerned shall be legally notified of the sub-committee's decision via TMS. Notification will be deemed complete once the decision has been uploaded into TMS. Such notification of decisions shall be legally binding.

**2.**

The association(s) concerned will be notified of the findings of the decision. At the same time, the association(s) shall be informed that they have ten days from notification in which to request, in writing via TMS, the grounds of the decision, and that failure to do so will result in the decision becoming final and binding. If an association requests the grounds of the decision, the motivated decision will be notified to the association(s) in full, written form via TMS. The time limit to lodge an appeal begins upon such notification of the motivated decision.

## ANNEXE 3

### Transfer matching system

# 1

## Scope

### 1.

The transfer matching system (TMS; cf. point 13 of the Definitions section) is designed to ensure that football authorities have more details available to them on international player transfers. This will increase the transparency of individual transactions, which will in turn improve the credibility and standing of the entire transfer system.

### 2.

TMS is designed to clearly distinguish between the different payments in relation to international player transfers. All such payments must be entered in the system as this is the only way to be transparent about tracking the money being moved around in relation to these transfers. At the same time, the system will require associations to ensure that it is indeed a real player who is being transferred and not a fictitious player being used for illicit activities such as money-laundering.

### 3.

TMS helps safeguard the protection of minors. If a minor is being registered as a non-national for the first time or is involved in an international transfer, an approval must be given by a sub-committee appointed by the Players' Status Committee for that purpose (cf. article 19 paragraph 4). The request for approval by the association that wishes to register the minor on the basis of article 19 paragraphs 2 and 3 and the subsequent decision-making workflow must be conducted through TMS (cf. Annexe 2).

### 4.

Within the scope of the present annexe (cf. specifically, article 1 paragraph 5), TMS is the means by which ITCs are requested and delivered.

### 5.

The use of TMS is a mandatory step for all international transfers of professional and amateur players (both male and female) within the scope of eleven-a-side football, and any registration of such a player without the use of TMS will be deemed invalid. In the following articles of the present annexe, the term "player" will refer to male and female players participating in eleven-

a-side football. Within this Annexe, the term “international transfer” will exclusively refer to the transfer of such players between associations.

**6.**

Every international transfer within the scope of eleven-a-side football must be entered in TMS. If the player will be registered as an amateur by the new association, the transfer instruction shall be entered in TMS by the club(s) holding a TMS account, or, in the case of a club not holding a TMS account, by the association concerned.

## **2** System

**1.**

TMS provides associations and clubs with a web-based data information system designed to administer and monitor international transfers.

**2.**

Depending on the type of instruction, a variety of information must be entered.

**3.**

In case of an international transfer where no transfer agreement exists, the new club must submit specific information and upload certain documents relating to the transfer into TMS. The process is then moved to the associations for electronic ITC handling (cf. section 8 below).

**4.**

In case of an international transfer where a transfer agreement exists, both clubs involved must, independently of each other, submit information and, where applicable, upload certain documents relating to the transfer into TMS as soon as the agreement has been formed.

**5.**

In the case referred to in the preceding paragraph of this article, the process is only moved to the associations for electronic ITC handling (cf. section 8 below) once club-level agreement has been reached.



## **3** Users

### **1.**

All users shall act in good faith.

### **2.**

All users shall check TMS at regular intervals on a daily basis and pay particular attention to any enquiries or requests for statements.

### **3.**

Users are responsible for ensuring that they have all the necessary equipment to fulfil their obligations.

#### **3.1 Clubs**

##### **1.**

Clubs are responsible for entering and confirming transfer instructions in TMS and, where applicable, for ensuring that the required information matches. This also includes uploading the required documents.

##### **2.**

Clubs are responsible for ensuring that they have the necessary training and know-how in order to fulfil their obligations. In this regard, clubs shall appoint TMS managers who are trained to operate TMS, and shall be responsible for the training of a replacement TMS manager if required, so that clubs are at all times in a position to fulfil their obligations in TMS. The FIFA Regulatory Enforcement Department and the relevant hotline may assist them in this respect with all technical-related issues, if need be. Furthermore, article 5.3 of this annexe applies in connection with this matter.

#### **3.2 Associations**

##### **1.**

Associations are responsible for maintaining their season and registration details, if applicable for male and female players separately, as well as those of their clubs (including, in particular, the categorisation of clubs in connection with training compensation). In addition, they are responsible for conducting the electronic ITC process (cf. section 8 below) and, where applicable, for confirming players deregistering from their association.

##### **2.**

Associations are responsible for ensuring that they have the necessary training and know-how in order to fulfil their obligations. In this regard, each

association shall appoint a TMS manager and, at least, one additional user who are trained to operate TMS. Associations shall be responsible for the training of a replacement TMS manager if required, so that associations are at all times in a position to fulfil their obligations in TMS. The FIFA Regulatory Enforcement Department and the relevant hotline may assist them in this respect with all technical-related issues, if need be.

### **3.3 FIFA general secretariat**

The various competent departments within the FIFA general secretariat are responsible for:

- a) entering relevant sporting sanctions and managing possible objections to regulation infringements;
- b) entering relevant disciplinary sanctions;
- c) entering association suspensions.

### **3.4 Confidentiality and access**

#### **1.**

Associations and clubs will keep all data obtained based on the access to TMS strictly confidential and take all reasonable measures and apply the highest degree of care in order to guarantee at all times complete confidentiality. Furthermore, associations and clubs will use the confidential information exclusively for the purpose of accomplishing player transactions in which they are directly involved.

#### **2.**

Associations and clubs will ensure that only authorised users have access to TMS. Furthermore, associations and clubs will select, instruct and control the authorised users with the highest possible care.

## **4 Obligations of clubs**

#### **1.**

In view of the communication with parties as established in article 9bis of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, clubs must ensure that their contact details (i.e. address, telephone and email address) and banking details are valid and kept up to date at all times.

**2.**

Clubs must use TMS for international transfers of players.

**3.**

Clubs and, if applicable, associations (cf. Annexe 3, article 1 paragraph 6 and article 5) must provide the following compulsory data when creating instructions, as applicable:

- Instruction type (Engage player or Release player)
- Indication of whether the transfer is on a permanent basis or on loan
- Indication of whether there is a transfer agreement with the former club
- Indication of whether the transfer relates to an exchange of players
- If related to an earlier loan instruction, indication of whether:
  - it is a return from loan; or
  - it is a loan extension; or
  - the loan is being converted into a permanent transfer
- Player's name, nationality(ies) and date of birth
- Player's former club
- Player's former association
- Date of the transfer agreement
- Start and end dates of the loan agreement
- Club intermediary's name and commission
- Start and end dates of player's contract with former club
- Reason for termination of player's contract with former club
- Start and end dates of player's contract with new club
- Player's fixed remuneration as provided for in player's contract with new club
- Player intermediary's name
- Indication of whether the transfer is being made against any of the following payments:
  - Fixed transfer fee, including details of instalments, if any
  - Any fee paid in execution of a clause in the player's contract with his/her former club providing for compensation for termination of the relevant contract
  - Conditional transfer fee, including details of conditions
  - Sell-on fees
  - Solidarity contribution
  - Training compensation
- Payment currency
- Amount(s), payment date(s) and recipient(s) for each of the above listed types of payments

- Own banking details (name of bank or bank code; account number or IBAN; bank address; account holder)
- Declaration on third-party payments and influence
- Declaration on third-party ownership of players' economic rights
- Player's status (amateur or professional) at the former club
- Player's status (amateur or professional) at the new club

**4.**

Clubs are also obliged to upload at least the mandatory documents to support the information that has been entered in TMS (cf. Annexe 3, article 8.2 paragraph 1) and provide confirmation of the relevant instruction.

**5.**

Equally, where matching exceptions arise, clubs are required to resolve them with the participation of the other club concerned.

**6.**

The procedure in relation to the ITC request (cf. Annexe 3, article 8.2 paragraph 1) can only be initiated once the club(s) have complied with their obligations in line with the preceding paragraphs of this article.

**7.**

Clubs must declare in TMS any payments made. This also applies to payments made by the player's new club to the player's former club on the basis of contractual clauses contained in the player's contract with his/her former club and despite no transfer agreement having been concluded. When declaring the execution of a payment, the club making the payment must upload evidence of the money transfer into TMS within thirty (30) days of the date of the payment.

If payment is made in instalments, such evidence must be uploaded for the payment of each instalment within 30 days of the date of each payment.

Where a payment indicated in TMS is no longer applicable (e.g. as a result of a contractual amendment or conditional payment not due), the clubs involved in the transfer shall request the force closure of the transfer without delay.

## 5 Obligations of the associations

Associations must use TMS in connection with international transfers of players.

### 5.1 Master data

#### 1.

The start and end dates of both registration periods and of the season, if applicable for male and female players separately, as well as of possible registration periods for competitions in which only amateurs participate (cf. article 6 paragraph 4 of these regulations), shall be entered in TMS at least 12 months before they come into force, subject to the temporary exceptions below. Under exceptional circumstances, associations may amend or modify their registration period dates up until they commence. Once the registration period has begun, no alteration of dates will be possible. The registration periods shall always comply with the terms of article 6 paragraph 2.

- a) For associations following a dual-year calendar (2019/2020 and 2020/2021 seasons) and associations following a single-year calendar (2020 season), associations may, at any stage:
  - i. request to extend or amend their season start date and end date;
  - ii. request to extend or amend their registration periods that have already commenced, provided that their duration complies with the maximum limit (i.e. 16 weeks) established in article 6 paragraph 2;
  - iii. request to amend or postpone their registration periods that have not commenced, provided that their duration complies with the maximum limit (i.e. 16 weeks) established in article 6 paragraph 2.
- b) Any such request will be assessed by the FIFA Administration and is subject to the guidelines set out in the [COVID-19 Football Regulatory Issues FAQs](#).

#### 2.

Associations shall ensure that club address, telephone, email address, banking details and training category (cf. Annexe 4, article 4) information is valid and kept up to date at all times.

**3.**

Associations shall ensure that all affiliated clubs and every player currently registered with the association have a FIFA ID.

**4.**

If the FIFA Connect ID Service determines that a player is or appears to be registered in one or more electronic player registration systems, the member association(s) involved shall resolve the matter as soon as it becomes apparent, and update the FIFA Connect ID Service without delay.

Any other association that may be contacted for assistance in this respect is obliged to collaborate.

## **5.2 Transfer-related information**

**1.**

When entering transfer instructions, clubs shall specify the player involved (cf. Annexe 3, article 4 paragraph 2). TMS contains the details of many players who have participated in FIFA tournaments. If the details of the player involved are not already in TMS, the clubs shall enter them as a part of the transfer instruction. The procedure in relation to the ITC request (cf. Annexe 3, article 8.2 paragraph 1) may only be initiated once these player details have been verified, corrected if required and confirmed by the player's former association. The former association shall reject the player if the details of his/her identity cannot be fully confirmed against its own registration records. The verification of player details shall be done without delay.

**2.**

The procedure in relation to the ITC request (cf. Annexe 3, article 8.2 paragraph 2) shall be carried out by the new association at the appropriate time.

**3.**

The procedure in relation to the response to the ITC request and the player deregistration (cf. Annexe 3, article 8.2 paragraphs 3 and 4) shall be carried out by the former association at the appropriate time.

**4.**

In case of ITC receipt, the new association is required to enter and confirm the player registration date (cf. Annexe 3, article 8.2 paragraph 1).

**5.**

In case of rejection of the ITC request (cf. Annexe 3, article 8.2 paragraph 7), the new association is required to either accept or dispute the rejection, as the case may be.

**6.**

In case of provisional registration (cf. Annexe 3, article 8.2 paragraph 6) or in case of authorisation for provisional registration by the single judge after the new association has disputed the rejection (cf. article 23 paragraph 3), the new association is required to enter and confirm the registration information.

**5.3 Club training**

To ensure that all affiliated clubs are able to fulfil their obligations in relation to this annexe, ongoing training is the responsibility of the relevant association.

## **6** Role of FIFA general secretariat

**1.**

Upon request from the association concerned through TMS, the relevant department will deal with any validation exceptions and, if need be, refer the matter to the competent decision-making body, i.e. the Players' Status Committee, its single judge, or the DRC or a DRC judge, as the case may be, for a decision, except for the so-called "player confirmation", which needs to be dealt with by the association concerned (cf. Annexe 3, article 5.2 paragraph 1).

**2.**

The association(s) concerned shall be legally notified of the relevant department's assessment or the competent decision-making body's decision via TMS. Notification will be deemed complete once the assessment or the decision has been uploaded into TMS. Such notification of assessments or decisions shall be legally binding.

**3.**

Upon request, the relevant department will deal with any validation warnings and, if need be, refer the matter to the competent decision-making body for a decision.

**4.**

Within the scope of proceedings pertaining to the application of these regulations, FIFA may use any documentation or evidence generated by or contained in TMS or obtained by the FIFA Regulatory Enforcement Department on the basis of their investigation powers (cf. Annexe 3, article 7 paragraph 3) in order to properly assess the issue at stake.

**5.**

Sporting sanctions of relevance for TMS will be entered in TMS by the competent department.

**6.**

Disciplinary sanctions of relevance for TMS will be entered in TMS by the competent department.

**7.**

Association sanctions of relevance for TMS will be entered in TMS by the competent department.

## **7**

### **Role of FIFA**

**1.**

FIFA is responsible for ensuring the availability of and access to the system. FIFA and the FIFA Regulatory Enforcement Department is additionally responsible for managing user access and defining criteria to be an authorised user.

**2.**

To ensure that all associations are able to fulfil their obligations in relation to this annexe, ongoing training and support of member associations is the responsibility of the FIFA Regulatory Enforcement Department.

**3.**

To ensure that the clubs and associations are fulfilling their obligations in respect to this annexe, the FIFA Regulatory Enforcement Department shall investigate matters in relation to international transfers. All parties are obliged to collaborate to establish the facts. In particular, they shall comply, upon reasonable notice, with requests for any documents, information or any



other material of any nature held by the parties. In addition, the parties shall comply with the procurement and provision of documents, information or any other material of any nature not held by the parties but which the parties are entitled to obtain. Non-compliance with these requests from the FIFA Regulatory Enforcement Department may lead to sanctions imposed by the FIFA Disciplinary Committee.

## **8 Administrative procedure governing the transfer of players between associations**

### **8.1 Principles**

#### **1.**

Any player who is registered with a club that is affiliated to one association may only be registered with a club affiliated to a different association after an ITC has been delivered by the former association and the new association has confirmed receipt of the ITC. The ITC procedure must be conducted exclusively via TMS. Any form of ITC other than the one created by TMS shall not be recognised.

#### **2.**

At the very latest, the ITC must be requested by the new association in TMS on the last day of the relevant registration period of the new association.

#### **3.**

The former association must upload a copy of the player passport (cf. article 7) when creating an ITC in favour of the new association.

#### **4.**

The former association must upload a copy of any relevant documentation pertaining to disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. article 12) when creating an ITC in favour of the new association.

### **8.2 Creating an ITC for a player**

#### **1.**

All data allowing the new association to request an ITC shall be entered into TMS, confirmed and matched by the club wishing to register a player during one of the registration periods established by that association (cf. Annexe 3, article 4 paragraph 4). When entering the relevant data, depending on the selected instruction type, the new club shall upload at least the following documents into TMS:

- a copy of the contract between the new club and the professional player, if applicable;
- a copy of the transfer or loan agreement concluded between the new club and the former club, if applicable;
- copy of proof of the player's identity, nationality(ies) and birth date, such as passport or identity card;
- proof of player's last contract end date and reason for termination, if applicable.

Where third-party ownership of players' economic rights has been declared (cf. Annexe 3, article 4 paragraph 2), the former club shall upload a copy of the relevant agreement with the third party.

Documents must be uploaded in the format required by the relevant FIFA department.

If explicitly requested, a document not available in one of the four official languages of FIFA (English, French, German and Spanish), or a specifically defined excerpt of it, must be uploaded in TMS together with its respective translation in one of the four official languages. Failure to do so may result in the document in question being disregarded.

## **2.**

Upon notification in the system that the transfer instruction is awaiting an ITC request, the new association shall immediately request the former association through TMS to deliver an ITC for the player ("ITC request").

## **3.**

In the case of an international transfer of a player who had professional status at his former club, upon receipt of the ITC request, the former association shall immediately request the former club and the professional player to confirm whether the professional player's contract has expired, whether early termination was mutually agreed or whether there is a contractual dispute.

## **4.**

Within seven days of the date of the ITC request, the former association shall, by using the appropriate selection in TMS, either:

- a) deliver the ITC in favour of the new association and enter the deregistration date of the player; or

- b) reject the ITC request and indicate in TMS the reason for the rejection, which may be either that the contract between the former club and the professional player has not expired or that there has been no mutual agreement regarding its early termination.

At the same time, the former association shall upload a duly signed statement in one of the four official languages of FIFA (English, French, German and Spanish) in TMS supporting its argumentation for the rejection of the ITC.

The latter possibility applies to the international transfer of players who had professional status at their former clubs only.

## **5.**

Once the ITC has been delivered, the new association shall confirm receipt and complete the relevant player registration information in TMS.

## **6.**

If the new association does not receive a response to the ITC request within seven days of the ITC request being made, it shall immediately register the player with the new club on a provisional basis (“provisional registration”). The new association shall complete the relevant player registration information in TMS (cf. Annexe 3, article 5.2 paragraph 6).

## **7.**

The former association shall not deliver an ITC for a professional player if a contractual dispute on grounds of the circumstances stipulated in Annexe 3, article 8.2 paragraph 4 b) has arisen between the former club and the professional player. In such a case, upon request of the new association, FIFA may take provisional measures in exceptional circumstances. In this respect, it will take into account the arguments presented by the former association to justify the rejection of the ITC request (cf. Annexe 3, article 8.2 paragraphs 3 and 4). If the competent body authorises the provisional registration (cf. article 23 paragraph 4), the new association shall complete the relevant player registration information in TMS (cf. Annexe 3, article 5.2 paragraph 6). Furthermore, the professional player, the former club and/or the new club are entitled to lodge a claim with FIFA in accordance with article 22. The decision on the provisional registration of the player shall be without prejudice to the merits of such possible contractual dispute.

**8.**

A player is not eligible to play in official matches for his/her new club until the new association has either:

- a) entered and confirmed the player registration date in TMS upon receipt of the ITC for the player (cf. Annexe 3, article 5.2 paragraph 4); or
- b) completed the player registration information in TMS upon receiving no response to the ITC request for the player within seven days of the ITC request being made or upon authorisation of FIFA to provisionally register the player (cf. Annexe 3, article 5.2 paragraph 6).

### **8.3 Loan of professional players**

**1.**

The rules set out above also apply to the loan of a professional player from a club affiliated to one association to a club affiliated to another association, as well as to his/her return from loan to his/her original club, if applicable.

**2.**

When applying for the registration of a professional player on a loan basis, the new club shall upload a copy of the pertinent loan agreement concluded with the former club, and possibly also signed by the player, into TMS (cf. Annexe 3, article 8.2 paragraph 1). The terms of the loan agreement shall be represented in TMS.

**3.**

Loan extensions and permanent transfers resulting from loans shall also be entered in TMS at the appropriate time.

## **9**

## **Sanctions**

### **9.1 General provision**

**1.**

Sanctions may be imposed on any association or club that violates any of the provisions of the present annexe.

**2.**

Sanctions may also be imposed on any association or club found to have entered untrue or false data into the system or for having misused TMS for illegitimate purposes.

**3.**

Associations and clubs are liable for the actions and information entered by their TMS managers.

**9.2 Competence****1.**

The FIFA Disciplinary Committee is responsible for imposing sanctions in accordance with the FIFA Disciplinary Code.

**2.**

Sanction proceedings may be initiated by FIFA, either on its own initiative or at the request of any party concerned.

**3.**

The relevant FIFA department may also initiate sanction proceedings on its own initiative for non-compliance with the obligations under its jurisdiction (specifically with respect to the defined Administrative Sanction Procedure (cf. FIFA Circulars 1478 and 1609)) and when authorised to do so by the FIFA Disciplinary Committee for explicitly specified violations.

**9.3 Sanctions on associations**

In particular, the following sanctions may be imposed on associations for violation of the present annexe in accordance with the FIFA Disciplinary Code:

- a reprimand or a warning;
- a fine;
- exclusion from a competition;
- return of awards.

These sanctions may be imposed separately or in combination.

#### 9.4 Sanctions on clubs

In particular, the following sanctions may be imposed on clubs for violation of the present annexe in accordance with the FIFA Disciplinary Code:

- a reprimand or a warning;
- a fine;
- annulment of the result of a match;
- defeat by forfeit;
- exclusion from a competition;
- a deduction of points;
- demotion to a lower division;
- a transfer ban;
- return of awards.

These sanctions may be imposed separately or in combination.

## 10 Time limits

With respect to proceedings and investigations conducted by the FIFA Regulatory Enforcement Department, electronic notifications through TMS or by email to the address provided in TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits.

## ANNEXE 3A

### Administrative procedure governing the transfer of players between associations outside TMS

# 1

## Scope

The present annexe governs the procedure for the international transfer of all futsal players.

# 2

## Principles

### 1.

Any player who is registered with a club that is affiliated to one association shall not be eligible to play for a club affiliated to a different association unless an ITC has been issued by the former association and received by the new association in accordance with the provisions of this annexe. Special forms provided by FIFA for this purpose or forms with similar wording shall be used.

### 2.

At the very latest, the ITC must be requested on the last day of the registration period of the new association.

### 3.

The association issuing the ITC shall also attach a copy of the player passport to it.

# 3

## Issue of an ITC for a professional

### 1.

All applications to register a professional must be submitted by the new club to the new association during one of the registration periods established by that association. All applications shall be accompanied by a copy of the contract between the new club and the professional. Equally, a copy of the transfer agreement concluded between the new club and the former club shall be provided to the new association, if applicable. A professional is not eligible to play in official matches for his new club until an ITC has been issued by the former association and received by the new association.

**2.**

Upon receipt of the application, the new association shall immediately request the former association to issue an ITC for the professional (“ITC request”). An association that receives an unsolicited ITC from another association is not entitled to register the professional concerned with one of its clubs.

**3.**

Upon receipt of the ITC request, the former association shall immediately request the former club and the professional to confirm whether the professional’s contract has expired, whether early termination was mutually agreed or whether a contractual dispute exists.

**4.**

Within seven days of receiving the ITC request, the former association shall either:

- a) issue the ITC to the new association; or
- b) inform the new association that the ITC cannot be issued because the contract between the former club and the professional has not expired or that there has been no mutual agreement regarding its early termination.

**5.**

If the new association does not receive a response to the ITC request within 30 days of the ITC request being made, it shall immediately register the professional with the new club on a provisional basis (“provisional registration”). A provisional registration shall become permanent one year after the ITC request. The Players’ Status Committee may withdraw a provisional registration, if, during this one-year period, the former association presents valid reasons explaining why it did not respond to the ITC request.

**6.**

The former association shall not issue an ITC if a contractual dispute has arisen between the former club and the professional. In such a case, the professional, the former club and/or the new club are entitled to lodge a claim with FIFA in accordance with article 22. FIFA shall then decide on the issue of the ITC and on sporting sanctions within 60 days. In any case, the decision on sporting sanctions shall be taken before the issue of the ITC. The issue of the ITC shall be without prejudice to compensation for breach of contract. FIFA may take provisional measures in exceptional circumstances.



**7.**

The new association may grant a player temporary eligibility to play until the end of the season that is underway on the basis of an ITC sent by fax. If the original ITC is not received by that time, the player's eligibility to play shall be considered definitive.

**8.**

The foregoing rules and procedures also apply to professionals who, upon moving to their new club, acquire amateur status.

## **4 Issue of an ITC for an amateur**

**1.**

All applications to register an amateur player must be submitted by the new club to the new association during one of the registration periods established by that association.

**2.**

Upon receipt of the application, the new association shall immediately request the former association to issue an ITC for the player ("ITC request").

**3.**

The former association shall, within seven days of receiving the ITC request, issue the ITC to the new association.

**4.**

If the new association does not receive a response to the ITC request within 30 days, it shall immediately register the amateur with the new club on a provisional basis ("provisional registration"). A provisional registration shall become permanent one year after the ITC request. The Players' Status Committee may withdraw a provisional registration, if, during this one-year period, the former association presents valid reasons explaining why it did not respond to the ITC request.

**5.**

The foregoing rules and procedures also apply for amateurs who, upon moving to their new club, acquire professional status.

## **5** Loan of players

**1.**

The rules set out above also apply to the loan of a professional from a club affiliated to one association to a club affiliated to another association.

**2.**

The terms of the loan agreement shall be enclosed with the ITC request.

**3.**

Upon expiry of the loan period, the ITC shall be returned, upon request, to the association of the club that released the player on loan.

## ANNEXE 4

### Training compensation

# 1 Objective

## 1.

A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the calendar year in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.

## 2.

The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract.

# 2 Payment of training compensation

## 1.

Training compensation is due when:

- a) a player is registered for the first time as a professional; or
- b) a professional is transferred between clubs of two different associations (whether during or at the end of his contract)

before the end of the calendar year of his 23<sup>rd</sup> birthday.

## 2.

Training compensation is not due if:

- a) the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or
- b) the player is transferred to a category 4 club; or
- c) a professional reacquires amateur status on being transferred.

## **3** Responsibility to pay training compensation

### **1.**

On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the calendar year of his 12<sup>th</sup> birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.

### **2.**

In both of the above cases, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association.

### **3.**

An association is entitled to receive the training compensation which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – with which the professional was registered and trained – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This compensation shall be reserved for youth football development programmes in the association(s) in question.

## **4** Training costs

### **1.**

In order to calculate the compensation due for training and education costs, associations are instructed to divide their clubs into a maximum of four categories in accordance with the clubs' financial investment in training players. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average "player factor", which is the ratio of players who need to be trained to produce one professional player.

**2.**

The training costs, which are established on a confederation basis for each category of club, as well as the categorisation of clubs for each association, are published on the FIFA website ([www.FIFA.com](http://www.FIFA.com)). They are updated at the end of every calendar year. Associations are required to keep the data regarding the training category of their clubs inserted in TMS up to date at all times (cf. Annexe 3, article 5.1 paragraph 2).

## **5** Calculation of training compensation

**1.**

As a general rule, to calculate the training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.

**2.**

Accordingly, the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the calendar year of the player's 12<sup>th</sup> birthday to the calendar year of his 21<sup>st</sup> birthday. In the case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the number of years of training with the former club.

**3.**

To ensure that training compensation for very young players is not set at unreasonably high levels, the training costs for players for the calendar years of their 12<sup>th</sup> and 15<sup>th</sup> birthdays (i.e. four seasons) shall be based on the training and education costs of category 4 clubs.

**4.**

The Dispute Resolution Chamber may review disputes concerning the amount of training compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

## 6 Special provisions for the EU/EEA

### 1.

For players moving from one association to another inside the territory of the EU/EEA, the amount of training compensation payable shall be established based on the following:

- a) If the player moves from a lower to a higher category club, the calculation shall be based on the average training costs of the two clubs.
- b) If the player moves from a higher to a lower category, the calculation shall be based on the training costs of the lower-category club.

### 2.

Inside the EU/EEA, the final season of training may occur before the calendar year of the player's 21<sup>st</sup> birthday if it is established that the player completed his training before that time.

### 3.

If the former club does not offer the player a contract, no training compensation is payable unless the former club can justify that it is entitled to such compensation. The former club must offer the player a contract in writing via registered post at least 60 days before the expiry of his current contract, subject to the temporary exception below. Such an offer shall furthermore be at least of an equivalent value to the current contract. This provision is without prejudice to the right to training compensation of the player's previous club(s).

- i. The contract offer may be made by electronic mail, provided that the former club obtains confirmation from the player that he has received a copy of said offer and can provide such confirmation in case of any dispute.

## 7 Disciplinary measures

The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this annex.

## ANNEXE 5

### Solidarity mechanism

# 1 Solidarity contribution

## 1.

If a professional moves during the course of a contract, 5% of any compensation paid within the scope of this transfer, not including training compensation paid to his former club, shall be deducted from the total amount of this compensation and distributed by the new club as a solidarity contribution to the club(s) involved in his training and education over the years. This solidarity contribution reflects the number of years (calculated pro rata if less than one year) he was registered with the relevant club(s) between the calendar years of his 12<sup>th</sup> and 23<sup>rd</sup> birthdays, as follows:

- a) Calendar year of 12<sup>th</sup> birthday: 5% of 5% of any compensation
- b) Calendar year of 13<sup>th</sup> birthday: 5% of 5% of any compensation
- c) Calendar year of 14<sup>th</sup> birthday: 5% of 5% of any compensation
- d) Calendar year of 15<sup>th</sup> birthday: 5% of 5% of any compensation
- e) Calendar year of 16<sup>th</sup> birthday: 10% of 5% of any compensation
- f) Calendar year of 17<sup>th</sup> birthday: 10% of 5% of any compensation
- g) Calendar year of 18<sup>th</sup> birthday: 10% of 5% of any compensation
- h) Calendar year of 19<sup>th</sup> birthday: 10% of 5% of any compensation
- i) Calendar year of 20<sup>th</sup> birthday: 10% of 5% of any compensation
- j) Calendar year of 21<sup>st</sup> birthday: 10% of 5% of any compensation
- k) Calendar year of 22<sup>nd</sup> birthday: 10% of 5% of any compensation
- l) Calendar year of 23<sup>rd</sup> birthday: 10% of 5% of any compensation

## 2.

A training club is entitled to receive (a proportion of) the 5% solidarity contribution in the following cases:

- a) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to different associations;
- b) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to the same association, provided that the training club is affiliated to a different association.

## **2** Payment procedure

**1.**

The new club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.

**2.**

It is the responsibility of the new club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player's career history as provided in the player passport. The player shall, if necessary, assist the new club in discharging this obligation.

**3.**

An association is entitled to receive the proportion of solidarity contribution which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – which was involved in the professional's training and education – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This solidarity contribution shall be reserved for youth football development programmes in the association(s) in question.

**4.**

The Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annex.



## ANNEXE 6

### **Procedure governing claims related to training compensation (article 20) and the solidarity mechanism (article 21)**

#### **1 Principles**

**1.**

All claims related to training compensation according to article 20 and to the solidarity mechanism according to article 21 must be submitted and managed through TMS. The claims shall be entered in TMS by the club holding a TMS account or, in the case of a club without a TMS account, by the association concerned.

**2.**

Unless otherwise specified in the provisions below, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber shall be applied to the claim procedure, subject to any slight deviations that may result from the computer-based process.

#### **2 Responsibility of clubs and member associations**

**1.**

All clubs and all member associations shall check the "Claims" tab in TMS at regular intervals of at least every three days and pay particular attention to any petitions or requests for statements.

**2.**

Professional clubs and member associations will be fully responsible for any procedural disadvantages that may arise due to a failure to respect paragraph 1 above.

#### **3 Composition of sub-committee**

The sub-committee appointed by the Dispute Resolution Chamber shall be composed of members of the Dispute Resolution Chamber and, as a general

rule, each member of the sub-committee shall be able to pass decisions as a single judge.

## **4** Conduct during proceedings

### **1.**

All parties involved in proceedings shall act in good faith.

### **2.**

All parties involved in proceedings are obliged to tell the truth to the sub-committee. Sanctions may be imposed on any association or club found to have provided untrue or false data to the sub-committee or for having used the TMS application procedure for illegitimate purposes. Any violations, such as forged documents, will be sanctioned by the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.

### **3.**

The sub-committee may use all means at its disposal to ensure that these principles of conduct are observed.

### **4.**

The relevant TMS department shall investigate matters in relation to the obligations of parties under the present annexe. All parties are obliged to collaborate to establish the facts. In particular, they shall comply, upon reasonable notice, with requests for any documents, information or any other material of any nature held by them. In addition, the parties shall comply with requests for the procurement and provision of documents, information or any other material of any nature not held by them but which they are entitled to obtain. Non-compliance with these requests may lead to sanctions imposed by the FIFA Disciplinary Committee.

## **5** Initiation of proceedings and submission of documents related to training compensation claims

### **1.**

Claims for training compensation (article 20 and Annexe 4) shall be entered in TMS by the appropriate party in accordance with article 1.1 above.

Applications submitted by any other means will not be considered.

**2.**

Depending on the details of the claim in question, the claimant shall also either personally or through its association (if it does not hold a TMS account) enter mandatory documents from the following list in TMS:

- Names of the parties
- A detailed representation of the case and the grounds for the claim
- The amount claimed
- The category (I,II,III or IV) of the respondent
- Official confirmation from the claimant's member association of the start and end dates of its sporting season (e.g. from 1 July until 30 June of the following year) during the period when the player was registered with the claimant
- Complete career history (all player passports [cf. article 7] from the relevant associations involved), including the player's date of birth and all clubs with which the player has been registered since the season of the player's 12<sup>th</sup> birthday until the date of his registration with the respondent club, taking into account any possible interruptions, as well as indicating the status of the player (amateur or professional) with all clubs
- Information about the exact date (day/month/year) of the first registration of the player as a professional (if applicable)
- Information about the exact date (day/month/year) of the transfer on which the claim is based (if the claim is based on a subsequent transfer of a professional player)
- Evidence that the advance of costs has been paid or that no advance of costs needs to be paid
- Official confirmation from the claimant's member association of the category of the claimant (if the player is moving inside the territory of the EU/EEA, cf. Annexe 4 article 6)
- Documentary evidence in connection with Annexe 4 article 6 paragraph 3 (if the player is moving inside the territory of the EU/EEA, cf. Annexe 4 article 6)
- Documentary evidence in connection with Annexe 4 article 3 paragraph 3 (if the claimant is an association)
- Power of attorney (if applicable)

**3.**

If a mandatory document is not submitted, or if a translation is not submitted in accordance with article 8 below, the claimant will be notified accordingly in TMS. A claim will only be processed if all mandatory documents have been submitted, or if all necessary translations have been correctly submitted in accordance with article 8 below.

**4.**

The claimant may also submit any other documents it deems necessary together with the claim. The sub-committee may request further documents from the claimant at any time.

**5.**

Claims by of amateur clubs without TMS access shall be submitted by the association concerned.

## **6** Initiation of proceedings and submission of documents related to solidarity mechanism claims

**1.**

Claims for solidarity contribution (article 21 and Annexe 5) shall be entered in TMS by the appropriate party in accordance with article 1.1 above. Applications submitted by any other means will not be considered.

**2.**

The submission of a claim in TMS by a member association on behalf of its affiliated club shall:

- a) not be subject to the fulfilment of any conditions by its affiliated club;
- b) be undertaken without delay following receipt of the claim from its affiliated club, regardless of whether the member association agrees with the merits of the claim.

**3.**

Depending on the details of the claim in question, the claimant shall either personally or through its association (if it does not hold a TMS account) also enter mandatory documents from the following list in TMS:

- Names of the parties
- A detailed representation of the case and the grounds for the claim
- Information about the exact date (day/month/year) of the transfer on which the claim is based
- Information about the clubs involved in the transfer on which the claim is based
- The percentage of solidarity contribution claimed
- Official confirmation from the claimant's member association of the start and end dates of its sporting season (e.g. from 1 July until 30 June of the

following year) during the period when the player was registered with the claimant

- Written confirmation from the relevant association with regard to the player's exact registration dates with the claimant club, i.e. from which date (day/month/year) until which date (day/month/year), taking into account any possible interruptions, including the player's date of birth as well as indicating his status (amateur or professional) with the claimant
- The alleged amount for which the player was apparently transferred to his new club, if known, or a statement to the effect that the amount is currently not known
- Evidence that the advance of costs has been paid or that no advance of costs needs to be paid
- Documentary evidence in connection with Annexe 5 article 2 paragraph 3 (if the claimant is an association)
- Power of attorney (if applicable)

#### **4.**

If a mandatory document is not submitted, or if a translation is not submitted in accordance with article 8 below, the claimant will be notified accordingly in TMS. A claim will only be processed if all mandatory documents have been submitted, or if all necessary translations have been correctly submitted in accordance with article 8 below.

#### **5.**

The claimant may also submit any other documents it deems necessary together with the claim. The sub-committee may request further documents from the claimant at any time.

#### **6.**

The claims of amateur clubs without TMS access shall be submitted by the association concerned.

## **7 Notification of claim to respondent**

### **1.**

If all mandatory documents have been submitted (cf. articles 5 and 6 above) and if there is no reason not to deal with a claim, the claim (including all documents) shall be sent via TMS to the respondent. The respondent shall have 20 days from the date on which the claim is sent via TMS in which to upload

its responding statement (including all exhibits, if any). The respondent will also be granted access to all documents on file in TMS. The documents and their contents must be treated with the necessary confidentiality and may only be used within the scope of the relevant procedure. The sub-committee may request further documents from the respondent at any time.

**2.**

A second exchange of correspondence will only be held in special cases. Any such second exchange of correspondence shall also be processed through TMS.

**3.**

If no responding statement is received within 20 days, a decision shall be taken upon the basis of the documents already on file.

## **8** Language of documents

All documents shall be submitted in the original version and, if applicable, translated into one of the four official languages of FIFA. Failure to do so may result in the sub-committee disregarding the document in question.

## **9** Deadlines

**1.**

Deadlines shall be set legally through TMS.

**2.**

All submissions must be entered in TMS by the deadline in the time zone of the association concerned.

## **10** Notification of decisions, legal remedy

**1.**

All parties concerned shall be legally notified of the sub-committee's decision via TMS, either directly or through their association. Notification will be deemed complete once the decision has been uploaded into TMS. Such notification of decisions shall be legally binding.

**2.**

The parties concerned shall be notified of the findings of the decision, either directly or through their association. At the same time, the parties shall be informed that they have ten days from notification in which to request, in writing via TMS, the grounds of the decision, and that failure to do so will result in the decision becoming final and binding and that the parties shall be deemed to have waived their rights to lodge an appeal. If a party requests the grounds of the decision, the motivated decision will be notified to the parties, either directly or via their association, in full, written form via TMS. The time limit to lodge an appeal begins upon such notification of the motivated decision.

## ANNEXE 7

### Rules for the Status and Transfer of Futsal Players

# 1

## Principle

These rules are an integral part of the FIFA Regulations on the Status and Transfer of Players.

# 2

## Scope

### 1.

The Rules for the Status and Transfer of Futsal Players establish global and binding provisions concerning the status of futsal players, their eligibility to participate in organised football, and their transfer between clubs belonging to different associations.

### 2.

The Regulations on the Status and Transfer of Players shall apply without alterations to futsal players unless a diverging provision in this Annexe 7 expressly provides for a different rule applicable to futsal.

### 3.

The transfer of futsal players between clubs belonging to the same Association is governed by specific regulations issued by the Association in accordance with article 1 of these regulations.

### 4.

The following provisions in these regulations are binding for futsal at national level and shall be included, without modification, in the association's regulations: articles 2-8, 10, 11, 12bis, 18, 18bis, 18ter, 19 and 19bis.

### 5.

Each association shall include in its regulations appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements. In particular, the principles in article 1 paragraph 3 (b) of these regulations shall be considered.



## **3** Release and eligibility of players for association teams

### **1.**

The provisions in Annexe 1 of these regulations are binding.

### **2.**

A player may only represent one association in both futsal and eleven-a-side football. Any player who has already represented one association (either in full or in part) in an official eleven-a-side or futsal competition of any category may not play an international match with another association team. This provision is subject to the exception in article 5 paragraph 2 and article 8 of the Regulations Governing the Application of the FIFA Statutes.

## **4** Registration

### **1.**

A futsal player must be registered with an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2 of these regulations. Only registered players are eligible to participate in organised football. By the act of registering, a player agrees to abide by the Statutes and regulations of FIFA, the confederations and the associations.

### **2.**

A player may only be registered for one futsal club at a time. A player may, however, also be registered for one eleven-a-side club during this time. It is not necessary for the futsal and the eleven-a-side club to belong to the same association.

### **3.**

Players may be registered with a maximum of three futsal clubs during one season. During this period, the player is only eligible to play official matches for two futsal clubs. As an exception to this rule, a player moving between two futsal clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third futsal club during the relevant season, provided he has fully complied with his contractual obligations towards his previous clubs. Equally, the provisions relating to the registration periods (article 6 of these regulations) as well as to the minimum length of a contract (article 18 paragraph 2 of these regulations) must be respected. The number of

eleven-a-side clubs with which the same player may also be registered during one season is specified in article 5 paragraph 3 of these regulations.

## **5** International Futsal Transfer Certificate

### **1.**

Futsal players registered with one association may only be registered with a futsal club of a new association once the latter has received an International Futsal Transfer Certificate (hereinafter: IFTC) from the former association. The IFTC shall be issued free of charge without any conditions or time limitation. Any provision to the contrary shall be null and void. The association issuing the IFTC shall deposit a copy with FIFA. The administrative procedures for issuing an International Transfer Certificate (ITC) for eleven-a-side football shall be likewise applicable to the issuing of an IFTC. These procedures are set out in Annexe 3a of these regulations. The IFTC must be distinguishable from the ITC used in eleven-a-side football.

### **2.**

An IFTC is not required for a player under the age of ten.

## **6** Enforcement of disciplinary sanctions

### **1.**

A suspension imposed in terms of matches (cf. article 20 paragraphs 1 and 2 of the FIFA Disciplinary Code) on a player for an infringement committed when playing futsal or in relation to a futsal match shall only affect the player's participation for his futsal club. Similarly, a suspension imposed in terms of matches on a player participating in eleven-a-side football shall only affect the player's participation for his eleven-a-side club.

### **2.**

A suspension imposed in terms of days and months shall affect a player's participation for both his futsal as well as his eleven-a-side club, regardless of whether the infringement was committed in eleven-a-side football or futsal.

### **3.**

The association with which a player is registered shall notify a suspension imposed in terms of days and months to the second association with which this

player may be registered, if the player is registered for a futsal and an eleven-a-side club belonging to two different associations.

**4.**

Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been registered in order for the sanction to be served at domestic level. When issuing the IFTC, the former association shall notify the new association in writing of any such disciplinary sanction that has yet to be (entirely) served.

**5.**

Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the IFTC, the former association shall notify the new association in writing of any such pending disciplinary sanction.

## **7**

### **Respect of contract**

**1.**

A professional under contract with an eleven-a-side club may only sign a second professional contract with a different futsal club if he obtains written approval from the eleven-a-side club employing him. A professional under contract with a futsal club may only sign a second professional contract with a different eleven-a-side club if he obtains written approval from the futsal club employing him.

**2.**

The provisions applicable to the maintenance of contractual stability are set out in articles 13-18 of these regulations.

## **8** Protection of minors

International player transfers are only permitted if the player is over the age of 18. The exceptions to this rule are outlined in article 19 of these regulations.

## **9** Training compensation

The provisions on training compensation as provided for in article 20 and Annexe 4 of these regulations shall not apply to the transfer of players to and from futsal clubs.

## **10** Solidarity mechanism

The provisions on solidarity mechanism as provided for in article 21 and Annexe 5 of these regulations shall not apply to the transfer of players to and from futsal clubs.

## **11** FIFA competence

- 1.** Without prejudice to the right of any futsal player or club to seek redress before a civil court for employment-related disputes, FIFA is competent to deal with disputes as stipulated in article 22 of these regulations.
- 2.** The Players' Status Committee or the single judge shall adjudicate on all disputes as stipulated in article 23 of these regulations.
- 3.** The Dispute Resolution Chamber or the DRC judge shall deal with disputes as provided for in article 24 of these regulations.
- 4.** The decisions passed by the aforementioned bodies may be appealed to the Court of Arbitration for Sport (CAS).

## **12** Matters not provided for

Matters not provided for in this Annexe shall be governed by these regulations.

## **13** Official languages

In the case of any discrepancy in the interpretation of the English, French, Spanish or German texts of these regulations, the English text shall be authoritative.

## ANNEXE 8

### Rules for the employment of Coaches

# 1

## Scope

### 1.

This annexe lays down rules concerning contracts between coaches and professional clubs or associations.

### 2.

This annexe applies to coaches that are:

- a) paid more for their coaching activity than the expenses they effectively incur; and
- b) employed by a professional club or an association.

### 3.

This annexe applies equally to football and futsal coaches.

### 4.

Each association shall include in its regulations appropriate means to protect contractual stability between coaches and clubs or associations, paying due respect to mandatory national law and collective bargaining agreements.

# 2

## Employment contract

### 1.

A coach must have a written contract with a club or an association, executed on an individual basis.

### 2.

A contract shall include the essential elements of an employment contract, such as *inter alia* the object of the contract, the rights and obligations of the parties, the status and occupation of the parties, the agreed remuneration, the duration of the contract and the signatures of each party.

**3.**

If a football intermediary is involved in the negotiation of a contract, they shall be named in that contract.

**4.**

The validity of a contract may not be made subject to:

- a) the granting of a work or residence permit;
- b) the requirement to hold a specific coaching licence; or
- c) other requirements of an administrative or regulatory nature.

**5.**

In their employment process, clubs and associations must act with due diligence in order to ensure that the coach meets the necessary requirements to be engaged (e.g. holding the required coaching licence) and performs their duties.

**6.**

Contractual clauses granting the club or the association additional time to pay the coach amounts that have fallen due under the terms of the contract (“grace periods”) shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers’ and employees’ representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

**3****Respect of contracts**

A contract may only be terminated upon expiry of its term or by mutual agreement.

**4****Terminating a contract with just cause****1.**

A contract may be terminated by either party without the payment of compensation where there is just cause.

**2.**

Any abusive conduct of a party aimed at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause.

## **5 Terminating a contract with just cause for outstanding salaries**

**1.**

In the case of a club or association unlawfully failing to pay a coach at least two monthly salaries on their due dates, the coach will be deemed to have a just cause to terminate their contract, provided that they have put the debtor club or association in default in writing and granted a deadline of at least 15 days for the debtor club or association to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

**2.**

For any salaries of a coach which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the coach to terminate their contract, subject to compliance with the notice of termination as per paragraph 1 above.

**3.**

Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

## **6 Consequences of terminating a contract without just cause**

**1.**

In all cases, the party in breach shall pay compensation.

**2.**

Unless otherwise provided for in the contract, compensation for the breach shall be calculated as follows:



### Compensation due to a coach

- a) In case the coach did not sign any new contract following the termination of their previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
- b) In case the coach signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the coach shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the residual value of the prematurely terminated contract.
- c) Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail.

### Compensation due to a club or an association

- d) Compensation shall be calculated on the basis of the damages and expenses incurred by the club or the association in connection with the termination of the contract, giving due consideration, in particular, to the remaining remuneration and other benefits due to the coach under the prematurely terminated contract and/or due to the coach under any new contract, the fees and expenses incurred by the former club (amortised over the term of the contract), and the principle of the specificity of sport.

### 3.

Entitlement to compensation cannot be assigned to a third party.

### 4.

Any person subject to the FIFA Statutes who acts in a manner designed to induce a breach of contract between a coach and a club or association shall be sanctioned.

## **7** Overdue payables

**1.**

Clubs and associations are required to comply with their financial obligations towards coaches as per the terms stipulated in the contracts signed with their coaches.

**2.**

Any club or association found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph 4 below.

**3.**

In order for a club or an association to be considered to have overdue payables in the sense of the present article, the creditor coach must have put the debtor club or association in default in writing and have granted a deadline of at least ten days for the debtor club or association to comply with its financial obligation(s).

**4.**

Within the scope of the respective jurisdiction, the Players' Status Committee or the single judge may impose the following sanctions:

- a) a warning;
- b) a reprimand;
- c) a fine.

**5.**

The sanctions provided for in paragraph 4 above may be applied cumulatively.

**6.**

A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

**7.**

The terms of the present article are without prejudice to the payment of compensation in accordance with article 6 paragraph 2 above in the event of unilateral termination of the contractual relationship.

# 8

## Consequences for failure to pay relevant amounts in due time

### 1.

When:

- a) a FIFA decision-making body orders a party (a club, a coach or an association) to pay another party (a club, a coach or an association) a sum of money (outstanding amounts or compensation), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;
- b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Rules Governing the Procedures of the Players' Status Committee and Dispute Resolution Chamber, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.

### 2.

Such consequences shall be the following:

- a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below.
- b) Against an association: a restriction on receiving a percentage of development funding, up until the due amounts are paid, subject to paragraph 7 below.
- c) Against a coach: a restriction on any football-related activity up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months, subject to paragraph 7 below.

### 3.

Such consequences may be excluded where a FIFA decision-making body has been informed that the debtor club or association was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.

**4.**

Where such consequences are applied, the debtor must pay the full amount (including all applicable interest) due to the creditor within 45 days of notification of the decision.

**5.**

The 45-day time limit shall commence from notification of the decision or confirmation letter.

- a) The time limit is paused by a valid request for grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
- b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.

**6.**

The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.

**7.**

Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:

- a) the creditor may request that FIFA enforce the consequences;
- b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;
- c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);
- d) the consequences may only be lifted in accordance with paragraph 8 below.

**8.**

Where the consequences are enforced, the debtor must provide proof of full payment (including all applicable interest) to FIFA, for the consequences to be lifted.

- a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment within five days.
- b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.
- c) The consequences shall be lifted immediately upon notification by FIFA.
- d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

**9.**

For the avoidance of doubt, the provisions set out in article 24ter apply equally to this annexe.

